

[Stipulating parties listed on signature page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Master File No. 3:07-CV-05944-JST
MDL No. 1917

This Document Relates To:

*Sears, Roebuck and Co. and Kmart Corp. v.
Chunghwa Picture Tubes, Ltd.*, No. 11-cv-
05514

**STIPULATION AND ~~PROPOSED~~
ORDER REGARDING ADDITIONAL
INFORMATION REGARDING SEARS' &
KMART'S DAMAGES REQUEST**

1 WHEREAS Exhibit 20b of the Second Supplemental Expert Report of Dr. Alan Frankel,
2 prepared for Plaintiffs Sears, Roebuck & Co. and Kmart Corporation (“Plaintiffs”), dated
3 September 25, 2014 (“the Second Supplemental Report”), attributes portions of Plaintiffs’
4 damages request to alleged defendant groups, rather than to specific vendors;

5
6 PURSUANT TO LOCAL RULE 7-12, PLAINTIFFS AND LG ELECTRONICS, INC.
7 (“LGE”), BY AND THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, HEREBY
8 STIPULATE AS FOLLOWS:

9 1. Plaintiffs will provide to LGE a breakdown of their damages set forth in Exhibit 20b of
10 the Second Supplemental Report specifying, within each alleged defendant group from whom
11 Plaintiffs purchased finished products (e.g., “Daewoo,” “Hitachi,” “LGE”), from which vendor(s)
12 Plaintiffs purchased such products, and the damages attributable to Plaintiffs’ purchases from each
13 such vendor, provided that detailing this information is feasible.

14 2. Plaintiffs will this provide this information by the earlier of either: (1) 90 days prior to
15 the first day of trial in this action; (2) if the Court grants LGE’s motion for a bench trial on
16 ownership/control issues that commences before the jury trial in this action, then 30 days prior to
17 the deadline for LGE to serve its exhibit list for that bench trial; or (3) if the Court decides to
18 resolve any ownership/control issues via briefing rather than through a bench trial, then 30 days
19 prior to the deadline for LGE to file its first such brief.

20 3. Once Plaintiffs provide this information, and after the Court rules on all pending
21 ownership/control motions for summary judgment, the parties will meet and confer in good faith
22 regarding whether to stipulate to particular ownership/control relationships.

23 4. Nothing in this stipulation prevents LGE from challenging Plaintiffs’ standing to seek
24 damages where Plaintiffs are unable to identify the specific vendor from which they purchased
25 particular finished products.

26 5. LGE will not seek any additional discovery from Plaintiffs relating to the breakdown of
27 their damages by vendor.
28

6. This stipulation shall not be introduced into evidence during the jury trial or read to the jury during trial, and it shall not be relied on to support an entitlement to any relief not expressly contemplated by the terms of this stipulation.

Dated: May 6, 2016

Respectfully submitted,

MUNGER, TOLLES & OLSON LLP

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*Attorneys for Plaintiffs Sears, Roebuck and Co. and
Kmart Corp.*

Pursuant to Local Rule 5-1(i), the filer attests that the concurrence in the filing of this document has been obtained from each of the above signatories.

1 It is so stipulated and agreed to by the parties.

2
3 PURSUANT TO STIPULATION, IT IS SO ORDERED

4
5 Dated: May 10, 2016

